

**NONREIMBURSABLE SPACE ACT AGREEMENT  
BETWEEN  
AIRSHIP VENTURES, INC.  
AND  
NASA AMES RESEARCH CENTER  
FOR  
ZEPPELIN NT AIRSHIP EVALUATION AND DEMONSTRATION FLIGHTS**

**ARTICLE 1. AUTHORITY AND PARTIES**

In accordance with The National Aeronautics and Space Act of 1958, as amended (42 U.S.C. §2473(c)), this Agreement is entered into by the NASA Ames Research Center located at Moffett Field, CA 94035 (hereinafter referred to as "NASA ARC," "ARC," or "NASA") and Airship Ventures, Inc., located at Building 20, South Akron Road, Moffett Field, CA 94035, (hereinafter referred to as "Airship Ventures" or "PARTNER"). NASA and Partner may be individually referred to as a "Party" and collectively referred to as the "Parties."

**ARTICLE 2. PURPOSE**

NASA ARC and Airship Ventures wish to collaborate on proof of concept demonstrations and evaluation missions for the use of Airship Ventures' Zeppelin NT dirigible as a platform for science investigations. During the joint demonstration and evaluation flights, NASA ARC will provide science instruments / equipment and subject matter expertise. Airship Ventures will provide the dirigible platform and will obtain FAA airworthiness or equivalent certification for the onboard instruments / equipment. Both parties will collaborate on the necessary tests for airworthiness / safety.

The objectives of these demonstration and evaluation missions are:

1. To assess the Zeppelin NT's ability to function as a platform for collecting the three principle types of measurements used for airborne science in the NASA ARC Earth Science Division i.e.: remote sensing observations, in-situ observations including sampling/collection and electromagnetic field (EMF) observations.
2. To assess the scientific, logistical, operational, and economic merits associated with mounting, certifying, and flying scientific instruments on the Zeppelin NT dirigible for each class of instrument.
3. To compare the scientific, logistical, operational, and economic merits of the Zeppelin NT airships with other types of airships such as blimps.

### ARTICLE 3. RESPONSIBILITIES

Partner will use reasonable efforts to:

1. Provide information on aircraft interfaces and operational limits (mechanical, electrical, environmental) to assist with instrument integration.
2. Certify instrument installations with FAA, including required interference testing. Independently corroborate airworthiness analysis provided by NASA, and present findings to the NASA Airworthiness and Flight Safety Review Board (AFSRB).
3. Incorporate target and flight profile objectives identified by NASA as required to enable the test measurements to be made – provided they meet or are within the operational parameters of the airship (in respect of altitude, rate of climb/decent, speed, accessibility etc) - into the development of flight plans.
4. Present suggested flight plans and relevant operational procedures in respect of the planned flights under this agreement to NASA Flight Readiness Review Board (FRR Board). Provide copies of aircraft and pilot certifications to NASA FRR Board.
5. Provide space for instrument operator(s) and evaluator(s) during demonstration flight(s), subject to aircraft seating and payload capacity.
6. Train necessary NASA (or its related entities) personnel in ground and flight safety procedures relating to the Zeppelin NT airship and its use.
7. Supervise the installation and removal of NASA provided instruments and hardware.

NASA ARC will use reasonable efforts to:

- 1) Develop flight experiment plans - taking into account airship operational parameters, - to include science objectives, measurement requirements, data processing, field site (target) areas, and desired flight profile (altitude, ground speed, solar angle, etc.).
- 2) Confirm feasibility of flight experiment plans with Partner in respect of number of flight hours needed, timing, target areas desired etc.
- 3) Assemble instrument suite meeting airship operational parameters to address measurement requirements.
- 4) Calibrate and test instruments for operability and data quality.
- 5) Design and fabricate necessary internal and external instrument mounts to meet NASA airworthiness standards and the configuration of the Zeppelin NT platform.
- 6) Review instrument installation and flight test plans, including interfaces to aircraft, flight lines and operational plan with ARC AFSRB and FRR Boards respectively. Obtain approval from these boards as a prerequisite for flight operations.
- 7) Support flight experiment with instrument operator and science adviser as required.
- 8) Perform post processing of data as required and share results with Airship Ventures.

- 9) Evaluate the suitability of the Zeppelin NT airship capabilities for science missions against both the expected projections for the Zeppelin NT airship and where applicable, the same metrics of an aircraft that would otherwise be used for such measurements (such as airplanes, helicopters, UAV's etc). If possible, the types of measurements for which the Zeppelin NT platform is uniquely suited will be identified. Results will be shared with Airship Ventures.
- 10) The criteria to be evaluated will include:
  - a. ease of use,
  - b. development and integration time,
  - c. operational limitations and safety,
  - d. cost effectiveness,
  - e. flight characteristics such as vibration, maneuverability, stability, repeatability, and
  - f. the impact of those characteristics on data quality (resolution, error margins).
- 11) Compare and contrast the Zeppelin NT capabilities in respect of science missions with other types of airships (blimps). The results will be shared with Airship Ventures. The criteria to be evaluated will include:
  - a. ease of use,
  - b. development and integration time,
  - c. operational limitations and safety,
  - d. cost effectiveness,
  - e. flight characteristics such as vibration, maneuverability, stability, repeatability, and
  - f. the impact of those characteristics on data quality (resolution, error margins).

#### ARTICLE 4. SCHEDULE AND MILESTONES

The planned major milestones for the activities defined in the "Responsibilities" clause are as follows:

There are three missions delineated in this agreement: the ocean color remote sensing mission, the carbon dioxide and ozone in-situ data collection mission, and the EMF data collection mission. Each of these missions will take 8 months to complete and will follow this approximate schedule:

+2 weeks: Airship Ventures will provide information on aircraft interfaces and operational parameters (mechanical, electrical, environmental) to assist with instrument integration.

+4 weeks: NASA ARC will design and fabricate instrument mount(s) to meet NASA airworthiness standards.

+6 weeks: Airship Ventures will supervise a test installation of instrument hardware.

+8 weeks: Airship Ventures will independently corroborate airworthiness analysis by NASA, and present findings to the NASA Air Flight Safety Review Board (AFSRB).

+10 weeks: Airship Ventures will incorporate target and flight profile objectives identified by NASA into the development of flight plans, and present such flight plans and relevant

operational procedures to NASA FRR board, and provide copies of aircraft and pilot certifications to NASA FRR board.

+12 weeks: Airship Ventures will certify the instrument installation with the FAA, including required interference testing.

+4 months: Airship Ventures will train the NASA/ARC civil servant flight operator in airship ground and flight safety procedures.

+5 months: NASA ARC and Airship Ventures will fly the research experiment.

+6 months: NASA ARC will perform post processing of data as required and share the data with Airship Ventures.

+7 months: NASA ARC will evaluate the capabilities of the aircraft and its suitability for airborne science missions and share the results with Airship Ventures.

+8 months: NASA ARC will compare/contrast the suitability of the Zeppelin NT for airborne science missions with other airships and share the results with Airship Ventures.

Notwithstanding any assessment by NASA AFSRB or NASA FRR board, the go/no go decision on the flight of the Zeppelin NT on any specific date and time, and the carriage of any equipment or personnel related to these milestones is the sole responsibility of the Zeppelin Pilot in Command. Further, the Parties understand that the Pilot in Command will be required at all times to comply with the instructions of local Area Traffic Control and this may result in changes to the agreed upon flight plan. Both parties acknowledge the weather dependency of the Zeppelin NT airship for flight.

#### ARTICLE 5. FINANCIAL OBLIGATIONS

There will be no transfer of funds or other financial obligations between the Parties under this Agreement and each Party will fund its own participation. Each Party acknowledges that it has limited funds available for its participation and, therefore, the Parties will work together to maximize efficiency and cost effectiveness at all times. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. §1341.

#### ARTICLE 6. PRIORITY OF USE

##### 1. NASA ARC

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of NASA personnel, facilities and equipment. In the event that the projected availability of NASA personnel, facilities and equipment changes, Partner shall be given reasonable notice of that change, so that the schedule and milestones may be adjusted accordingly. The Parties agree that NASA's own usage of its facilities, equipment, and personnel shall have priority over the usage planned in this Agreement. Should a conflict arise, NASA in its sole discretion shall determine whether to exercise that priority. Likewise, should a conflict arise as between two commercial users of NASA personnel, facilities and equipment, NASA, in its sole discretion, shall determine the priority as between the two users. This Agreement does not obligate NASA

to seek alternative government property or services under the jurisdiction of NASA at other locations.

2. Airship Ventures, Inc.

Any schedule or milestone in this Agreement is estimated based upon the Parties' current understanding of the projected availability of the Airship Ventures Zeppelin NT airship, and related facilities and necessary airship operational personnel. Airship Ventures is a commercial entity and as such may need to adjust schedules and milestones according to the demands of its fee-paying users. NASA shall be given reasonable notice of that change, except where it is caused by unsuitable weather conditions, in which case NASA shall be informed as soon as Airship Ventures is aware of the delay potential. The Parties agree that Airship Venture's own usage of the Zeppelin NT airship shall take priority over the usage planned in this Agreement. Test and final equipment installations, and actual test flights - where not precluded by specific test parameters (such as solar angle) - may be required to take place outside Airship Ventures commercial flight schedule.

ARTICLE 7. NONEXCLUSIVITY

This Agreement is not exclusive; accordingly, NASA may enter into similar Agreements for the same or similar purpose with other U.S. private or public entities.

ARTICLE 8. LIABILITY AND RISK OF LOSS

1. Each Party hereby waives any claim against the other Party, employees of the other Party, the other Party's Related Entities (including but not limited to contractors and subcontractors at any tier, grantees, investigators, customers, users, and their contractors or subcontractor at any tier), or employees of the other Party's Related Entities for any injury to, or death of, the waiving Party's employees or the employees of its Related Entities, or for damage to, or loss of, the waiving Party's property or the property of its Related Entities arising from or related to activities conducted under this Agreement, whether such injury, death, damage, or loss arises through negligence or otherwise, except in the case of willful misconduct.

2. Each Party further agrees to extend this cross-waiver to its Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement. Additionally, each Party shall require that their Related Entities extend this cross-waiver to their Related Entities by requiring them, by contract or otherwise, to waive all claims against the other Party, Related Entities of the other Party, and employees of the other Party or of its Related Entities for injury, death, damage, or loss arising from or related to activities conducted under this Agreement.

ARTICLE 9. INTELLECTUAL PROPERTY RIGHTS –  
DATA, INVENTION, AND PATENT RIGHTS

1. General

- a. "Related Entity" as used in this Data Rights clause, means a contractor, subcontractor, grantee, or other entity having a legal relationship with NASA or Partner that is assigned, tasked, or contracted with to perform specified NASA or Partner activities under this Agreement.
- b. "Data," as used in this Data Rights clause, means recorded information, regardless of form, the media on which it may be recorded, or the method of recording. The term includes, but is not limited to, data of a scientific or technical nature, computer software and documentation thereof, and data comprising commercial and financial information.
- c. "Proprietary Data," as used in this Data Rights clause, means Data embodying trade secrets developed at private expense or comprising commercial or financial information that is privileged or confidential, and is marked with a suitable restrictive notice, provided that such Data: is not known or available from other sources without obligations concerning its confidentiality; has not been made available by the owners to others without obligation concerning its confidentiality; is not already available to the Government without obligation concerning its confidentiality; has not been developed independently by persons who have had no access to the information; and, is not required to be disclosed pursuant to Federal statute, law, regulation, or valid court order.
- d. The Data rights set forth herein are applicable to employees of Partner and employees of any Related Entity of Partner. Partner shall ensure that its employees and employees of any Related Entity that perform Partner activities under this Agreement are aware of the obligations under this clause and that all such employees are bound to such obligations.
- e. Data exchanged between NASA and Partner under this Agreement will be exchanged without restriction as to its disclosure, use, or duplication except as otherwise provided in this clause.
- f. No preexisting Proprietary Data will be exchanged between the Parties under this Agreement unless specifically authorized in this clause or in writing by the owner of the Proprietary Data.
- g. In the event that Data exchanged between NASA and Partner include a restrictive notice that NASA or Partner deems to be ambiguous or unauthorized, NASA or Partner may notify the other Party of such condition. Notwithstanding such a notification, as long as the restrictive notice provides an indication that a restriction on use or disclosure was intended, the Party receiving such Data will treat the Data pursuant to the requirements of this clause unless otherwise directed in writing by the Party providing such Data.

2. Data First Produced by Partner Under this Agreement

In the event Data first produced by Partner (or any Related Entity of Partner) in carrying out Partner responsibilities under this Agreement is furnished to NASA, and

Partner considers such Data to be Proprietary Data, and such Data is identified with a suitable restrictive notice, NASA will use reasonable efforts to maintain the Data in confidence and such Data will be disclosed and used by or on behalf of the U.S. Government (under suitable protective conditions) only for U.S. Government purposes.

3. Data First Produced by NASA Under this Agreement

Except for data disclosing an invention owned by NASA for which patent protection is being considered, in the event Partner requests that Data first produced by NASA (or any Related Entity of NASA) in carrying out NASA's responsibilities under this Agreement be maintained in confidence, and to the extent NASA determines that such Data would be Proprietary Data if it had been obtained from Partner, NASA will mark such Data with a restrictive notice and will use reasonable efforts to maintain such marked Data in confidence for a period of one (1) year after development of the Data, with the express understanding that during the aforesaid restricted period such marked Data may be disclosed and used (under suitable protective conditions) by or on behalf of the U.S. Government for U.S. Government purposes only, and thereafter for any purpose whatsoever without restriction on disclosure and use. Partner agrees not to disclose such marked Data to any third party without NASA's written approval until the aforesaid restricted period expires.

4. Publication of Results

Recognizing that section 203 of the National Aeronautics and Space Act of 1958 (42 U.S.C. § 2473), as amended, requires NASA to provide for the widest practicable and appropriate dissemination of information concerning its activities and the results thereof, and that the dissemination of the results of NASA activities is one of the considerations for this Agreement, the Parties agree to coordinate proposed publication of results with each other in a manner that allows each Party a reasonable amount of time to review and comment on proposed publications.

5. Data Disclosing an Invention

In the event Data exchanged between NASA and Partner discloses an invention for which patent protection is being considered, the furnishing Party specifically identifies such Data, and the disclosure and use of such Data is not otherwise limited or restricted herein, the receiving Party agrees to withhold such Data from public disclosure for a reasonable time (presumed to be 1 year unless mutually agreed otherwise or unless such information is restricted for a longer period herein) in order for patent protection to be obtained.

6. Copyright

In the event Data is exchanged with a notice indicating that the Data is copyrighted and there is no indication that such Data is subject to restriction under paragraphs 2 or 3 of this clause (i.e., Data is not marked with a restrictive notice as required by paragraphs 2 or 3 of this clause), such Data will be presumed to be published and the following royalty-free licenses will apply.

- a. If it is indicated on the Data that the Data existed prior to, or was produced outside of, this Agreement, the receiving Party and others acting on its behalf, may reproduce, distribute, and prepare derivative works only for carrying out the receiving Party's responsibilities under this Agreement.
- b. If the Data does not contain the indication of (a) above, the Data will be presumed to have been first produced under this Agreement and, except as otherwise provided in paragraph 5 of this clause and in the Inventions and Patent Rights clause of this Agreement for protection of reported inventions, the receiving Party and others acting on its behalf may reproduce, distribute, and prepare derivative works for any purpose.

7. Data Subject to Export Control

Technical data, whether or not specifically identified or marked, that is subject to the export laws and regulations of the United States and that is provided to Partner under this Agreement will be treated as such, and will not be further provided to any foreign persons or transmitted outside the United States without proper U.S. Government authorization, where required.

8. Invention and Patent Rights.

- a. The invention and patent rights set forth herein are applicable to any employees, contractors, subcontractors, or other entities having a legal relationship with Partner that are assigned, tasked, or contracted with to perform specified Partner activities under this Agreement. Partner agrees to inform such employees, contractors, subcontractors, or other entities of the obligations under this clause and to bind them to such obligations.
- b. Based on the purpose and scope of this Agreement, and the responsibilities of the Parties, NASA has made an administrative determination that the provisions of section 305(a) of the National Aeronautics and Space Act of 1958, as amended (42 U.S.C. §2457(a)), do not apply to this Agreement. Therefore, title to inventions made (conceived or first actually reduced to practice) as a result of activities performed under this Agreement will remain with the respective inventing party(ies). No invention or patent rights are exchanged between or granted by such parties under this Agreement except that NASA and Partner agree to use reasonable efforts to identify and report to each other any invention that is believed to have been made jointly by employees of Partner and employees of NASA (including employees of such NASA contractors, subcontractors, or other entities), and to consult and agree as to the responsibilities and course of action to be taken to establish and maintain patent protection on such invention and on the terms and conditions of any license or other rights to be exchanged or granted by or between NASA and Partner.

ARTICLE 10. USE OF NASA NAME AND NASA EMBLEMS AND RELEASE OF  
GENERAL INFORMATION TO THE PUBLIC

1. NASA Name and Initials

Partner agrees the words "National Aeronautics and Space Administration" and the letters "NASA" will not be used in connection with a product or service in a manner reasonably calculated to convey any impression that such product or service has the authorization, support, sponsorship, or endorsement of NASA, which does not, in fact, exist. In addition, with the exception of release of general information in accordance with paragraph 3 below, Partner agrees that any proposed public use of the NASA name or initials (including press releases resulting from activities conducted under this Agreement and all promotional and advertising use) shall be submitted by Partner in advance to the NASA Assistant Administrator for Public Affairs or designee ("NASA Public Affairs") for review and approval. Approval by NASA Public Affairs shall be based on applicable law and policy governing the use of the NASA name and initials.

2. NASA Emblems

Use of NASA emblems/devices (i.e., NASA Seal, NASA Insignia, NASA logotype, NASA Program Identifiers, and the NASA Flag) are governed by 14 C.F.R. Part 1221. Partner agrees that any proposed use of such emblems/devices shall be submitted to NASA Public Affairs for review and approval in accordance with such regulations.

3. Release of General Information to the Public

NASA or Partner may, consistent with Federal law and this Agreement, release general information regarding its own participation in this Agreement as desired. NASA will not issue any press release related to the activities contemplated in this Agreement and which contains information about Airship Ventures without Airship Ventures' prior approval.

ARTICLE 11. DISCLAIMER OF WARRANTY

Equipment, facilities, technical information, and services provided by NASA under this Agreement are provided "as is." NASA makes no express or implied warranty as to the condition of such equipment, facilities, technical information, or services, or as to the condition of any research or information generated under this Agreement, or as to any products made or developed under or as a result of this Agreement including as a result of the use of information generated hereunder, or as to the merchantability or fitness for a particular purpose of such research, information, or resulting product, or that the equipment, facilities, technical information, or services provided will accomplish the intended results or are safe for any purpose including the intended purpose, or that any of the above will not interfere with privately owned rights of others. Neither the government nor its contractors shall be liable for special, consequential or incidental damages attributed to such equipment, facilities, technical information, or services provided under this Agreement or such research, information, or resulting products made or developed under or as a result of this Agreement.

## ARTICLE 12. DISCLAIMER OF ENDORSEMENT

NASA does not endorse or sponsor any commercial product, service, or activity. NASA's participation in this Agreement or supply of equipment, facilities, technical information, or services under this Agreement does not constitute endorsement by NASA. Partner agrees that nothing in this Agreement will be construed to imply that NASA authorizes, supports, endorses, or sponsors any product or service of Partner resulting from activities conducted under this Agreement, regardless of the fact that such product or service may employ NASA-developed technology.

## ARTICLE 13. COMPLIANCE WITH LAWS AND REGULATIONS

The Parties shall comply with all applicable laws and regulations including, but not limited to, safety, security, export control, and environmental laws and regulations. Access by Partner to a NASA facilities or property, or to a NASA Information Technology (IT) system or application, is contingent upon compliance with NASA security and safety policies and guidelines including, but not limited to, standards on badging, credentials, and facility and IT system/application access.

With respect to any export control requirements:

- a. The Parties will comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in performing work under this Agreement. In the absence of available license exemptions/exceptions, the Partner shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data and software, or for the provision of technical assistance.
- b. The Partner shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of work under this Agreement, including instances where the work is to be performed on-site at NASA and where the foreign person will have access to export-controlled technical data or software.
- c. The Partner will be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions or exceptions.
- d. The Partner will be responsible for ensuring that the provisions of this Article apply to its Related Entities.

## ARTICLE 14. TERM OF AGREEMENT

This Agreement becomes effective upon the date of the last signature below and shall remain in effect until the completion of all obligations of both Parties hereto, or 2 years from the date of the last signature, whichever comes first.

ARTICLE 15. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Agreement by providing 30-calendar days written notice to the other Party.

ARTICLE 16. CONTINUING OBLIGATIONS

The rights and obligations of the Parties that, by their nature, would continue beyond the expiration or termination of this Agreement, e.g., "Liability and Risk of Loss" and "Intellectual Property Rights" shall survive such expiration or termination of this Agreement.

ARTICLE 17. MANAGEMENT POINTS OF CONTACTS

The following personnel are designated as the principal points of contact between the Parties in the performance of this Agreement.

<b>Technical Points of Contacts</b>	
NASA Ames Research Center	Airship Ventures
Dr. Stephen E. Dunagan Physical Scientist Moffett Field, CA 94035 Phone: (650) 604-4560 stephen.e.dunagan@nasa.gov	Matthew Kilkerr Technical Manager/Chief Inspector Building 20, South Akron Road Moffett Field, CA 94035 Phone: (650) 969-8100, Fax: (650) 969-8101 mkilkerr@airshipventures.com
<b>Business/Administrative Points of Contact</b>	
NASA Ames Research Center	Airship Ventures
Jeffrey Smith Deputy Director, Entrepreneurial Initiatives Division Mail Stop: 202A-3 Moffett Field, CA 94035 Phone: (650) 604-0880 Fax: (650) 604-1592	Alexandra Hall CEO, Building 20, South Akron Road Moffett Field, CA 94035 Phone: (650) 969-8100, ex 102 direct Fax: (650) 969-8101 ahall@airshipventures.com
Gregor Hanuschak Technology Partnership Manager Mail Stop: 202A-3 Moffett Field, CA 94035 Phone: (650) 604-1062 Fax: (650) 604-1592 Gregor.Z.Hanuschak@nasa.gov	

#### ARTICLE 18. DISPUTE RESOLUTION

Except as otherwise provided in the article entitled "Priority of Use," the article entitled "Intellectual Property Rights Invention and Patent Rights" (for those activities governed by 37 C.F.R. Part 404), and those situations where a pre-existing statutory or regulatory system exists (e.g. under the Freedom of Information Act, 5 U.S.C. § 552), all disputes concerning questions of fact or law arising under this Agreement shall be referred by the claimant in writing to the appropriate person identified in this Agreement as the "Management Points of Contact." The persons identified as the "Management Points of Contact" for NASA and the Partner will consult and attempt to resolve all issues arising from the implementation of this Agreement. If they are unable to come to agreement on any issue, the dispute will be referred to the signatories to this Agreement, or their designees, for joint resolution. If the Parties remain unable to resolve the dispute, then the NASA signatory or that person's designee, as applicable will issue a written decision that will be the final agency decision for the purpose of judicial review. Nothing in this section limits or prevents either Party from pursuing any other right or remedy available by law upon the issuance of the final agency decision.

#### ARTICLE 19. MODIFICATIONS

Any modification to this Agreement shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Any modification that creates an additional commitment of NASA resources must be signed by the original NASA signatory authority, or successor, or a higher-level NASA official possessing original or delegated authority to make such a commitment.

#### ARTICLE 20. ASSIGNMENT

Neither this Agreement nor any interest arising under it will be assigned by the Partner or NASA without the express written consent of the officials executing this Agreement.

#### ARTICLE 21. APPLICABLE LAW

U.S. Federal law governs this Agreement for all purposes, including, but not limited to, determining the validity of the Agreement, the meaning of its provisions, and the rights, obligations and remedies of the Parties.

#### ARTICLE 22. INDEPENDENT RELATIONSHIP

This Agreement is not intended to constitute, create, give effect or otherwise recognize a joint venture, partnership, or formal business organization, or agency agreement of any kind, and the rights and obligations of the Parties shall be only those expressly set forth herein.

ARTICLE 23. SIGNATORY AUTHORITY

By signing below, the undersigned agree to the terms and conditions above.

NATIONAL AERONAUTICS AND SPACE ADMINISTRATION AMES RESEARCH CENTER	AIRSHIP VENTURES, INC., a Delaware Corporation
BY: <u>Alan Weston</u> Alan R. Weston Director of Programs & Projects	BY: <u>Alexandra Hall</u> Alexandra Hall CEO, Airship Ventures
DATE: <u>22 June 2009</u>	DATE: <u>22 June 09</u>